

P04000021492

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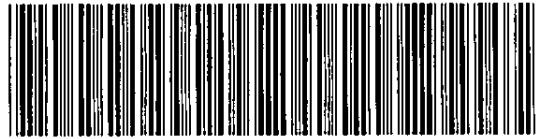
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merger

RECEIVED
16 APR - 7 AM 11:30
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FILED
16 APR - 7 PM 11:23
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

APR 08 2016
A RAMSEY

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 093559 4306704

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : April 7, 2016

ORDER TIME : 10:20 AM

ORDER NO. : 093559-005

CUSTOMER NO: 4306704

ARTICLES OF MERGER

SOUTHERN STAR SALON SERVICES,
INC.

INTO

GOLDWELL OF SOUTH FLORIDA,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender - EXT. 62956

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
SOUTHERN STAR SALON SERVICES, INC.
WITH AND INTO
GOLDWELL OF SOUTH FLORIDA, INC.**

FILED
16 APR -7 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with Section 607.1104 of the Florida Business Corporation Act in connection with the merger of Southern Star Salon Services, Inc., a Florida corporation (the "Merging Corporation") with and into Goldwell of South Florida, Inc., a Florida corporation (the "Surviving Corporation").

FIRST

The name and jurisdiction of the Surviving Corporation in the merger is as follows:

NAME	STATE OF INCORPORATION	DOCUMENT NUMBER
Goldwell of South Florida, Inc.	Florida	P04000021492

SECOND

The name and jurisdiction of the Merging Corporation in the merger is as follows:

NAME	STATE OF INCORPORATION	DOCUMENT NUMBER
Southern Star Salon Services, Inc.	Florida	P97000037818

THIRD

The Agreement and Plan of Merger is attached.

FOURTH

The merger shall become effective on the date that these Articles of Merger are filed with the Florida Department of State, Division of Corporations.

FIFTH

The Agreement and Plan of Merger was adopted by the board of directors of the Surviving Corporation on March 29, 2016, and shareholder approval was not required.

SIXTH

The Agreement and Plan of Merger was adopted by the board of directors of the Merging Corporation on March 29, 2016, and shareholder approval was not required.

These Articles of Merger may be executed in separate counterparts or counterpart signature pages, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

[Signature Page follows]

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated above are true and correct.

GOLDWELL OF SOUTH FLORIDA, INC.

By: Donna Sanders
Dated: 3/29/16
Name: Donna Sanders
Title: Treasurer

SOUTHERN STAR SALON SERVICES, INC.

By: [Signature]
Dated: 3/29/16
Name: Louis Caravella
Title: Vice President

**AGREEMENT AND PLAN OF MERGER
OF
GOLDWELL OF SOUTH FLORIDA, INC.
AND
SOUTHERN STAR SALON SERVICES, INC.**

AGREEMENT AND PLAN OF MERGER dated as of March 29, 2016, by and between Goldwell of South Florida, Inc., a Florida corporation (the "*Parent*"), and Southern Star Salon Services, Inc., a Florida corporation (the "*Subsidiary*").

WHEREAS, the Parent owns one hundred percent of the only class of issued and outstanding shares of the Subsidiary; and

WHEREAS, the respective Boards of Directors of the Parent and the Subsidiary have determined that the merger of the Subsidiary with and into the Parent (the "*Merger*"), upon the terms and subject to the conditions set forth in this Agreement, would be fair to and in the best interests of the current stockholders of the Parent and the stockholders of the Subsidiary, respectively.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1. Merger; Effective Time.

1.1. **Merger.** At the Effective Time (as defined in Section 1.2), the Subsidiary shall be merged with and into the Parent and the separate corporate existence of the Subsidiary shall thereupon cease. The Parent shall be the surviving corporation in the Merger (as such, the "*Surviving Corporation*") and shall continue to be governed by the laws of the State of Florida and the separate corporate existence of the Parent with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in this Agreement and those specified in the Florida Business Corporation Act.

1.2. **Effective Time.** The Merger shall be effective on the date the articles of merger (the "*Articles of Merger*") are filed with the Secretary of State of the State of Florida (the "*Effective Time*").

1.3. **Articles of Incorporation and Bylaws of the Surviving Corporation.** At the Effective Time, (a) the articles of incorporation of the Parent shall be the articles of incorporation of the Surviving Corporation until thereafter changed or amended and (b) the bylaws of the Parent shall be the bylaws of the Surviving Corporation until thereafter changed or amended.

1.4. **Directors and Officers of the Surviving Corporation.** From and after the Effective Time, the directors and officers of the Parent shall be the directors and officers, respectively, of the Surviving Corporation, in each case until their successors are duly elected or

appointed and qualified in the manner provided by the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by law.

SECTION 2. Treatment of Stock in the Merger. At the Effective Time by virtue of the Merger and without any action on the part of the holder of any shares of capital stock of the constituent corporations, each issued and outstanding share of capital stock of the Subsidiary shall be cancelled and retired without payment of any consideration for such cancelled share, and each issued and outstanding share of the Parent shall remain outstanding as a share of capital stock of the Surviving Corporation.

SECTION 3. Succession. At the Effective Time and by virtue of the Merger, the Surviving Corporation shall succeed to all rights, privileges, powers, franchises and property of the constituent corporations to the Merger, and shall be subject to all the debts, liabilities and duties of each of the constituent corporations to the Merger in the same manner as if the Surviving Corporation had itself incurred them, all with the effect set forth in the Florida Business Corporation Act.

SECTION 4. Abandonment. The board of directors of the Parent or the Subsidiary may abandon the Merger prior to filing the Articles of Merger.

SECTION 5. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument.

[Signature Page follows]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be duly executed on this 29 day of March, 2016.

GOLDWELL OF SOUTH FLORIDA, INC.

By: Donna Sanders
Name: Donna Sanders
Title: Treasurer

SOUTHERN STAR SALON SERVICES, INC.

By: [Signature]
Name: Louis Caravella
Title: Vice President